

1 Eugene P. Ramirez (State Bar No. 134865)  
*eugene.ramirez@manningkass.com*  
2 Kayleigh Andersen (State Bar No. 306442)  
*kayleigh.andersen@manningkass.com*  
3 David Fleck (State Bar No. 192912)  
*David.Fleck@manningkass.com*  
4 **MANNING & KASS**  
**ELLROD, RAMIREZ, TRESTER LLP**  
5 801 S. Figueroa St, 15<sup>th</sup> Floor  
Los Angeles, California 90017-3012  
6 Telephone: (213) 624-6900  
Facsimile: (213) 624-6999

NOTE: CHANGES MADE BY THE COURT

7 Attorneys for Defendants, COUNTY OF  
8 RIVERSIDE, RIVERSIDE COUNTY  
9 SHERIFF'S DEPARTMENT, SHERIFF  
CHAD BIANCO, EDWARD DELGADO,  
JAMES KRACHMER, and VICTORIA  
10 VARISCO-FLORES

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION**

14 ESTATE OF DAMON BEITZ; LISA  
PERRY, individually and as successor  
15 in interest to DAMON BEITZ,

16 Plaintiffs,

17 v.

18 RIVERSIDE POLICE DEPARTMENT,  
a public entity; CITY OF RIVERSIDE,  
19 a public entity; RIVERSIDE COUNTY  
SHERIFF'S DEPARTMENT, a public  
entity; COUNTY OF RIVERSIDE, a  
public entity; SHERIFF CHAD  
21 BIANCO, an individual; EDWARD  
DELGADO, individually; JAMES  
22 KRACHMER, individually;  
VICTORIA VARISCO-FLORES,  
23 individually; and DOES 1 through 20,  
inclusive,

24 Defendants.

Case No. 5:24-cv-02084-SSS-JPR

District Judge, Sunshine Suzanne Sykes  
Magistrate Judge, Jean P. Rosenbluth

**STIPULATED PROTECTIVE  
ORDER**

Filed Dated: 09/27/2024  
Trial Date: 03/09/2026

26 **1. INTRODUCTION**

27 **A. PURPOSES AND LIMITATIONS**

28 Discovery in this action is likely to involve production of confidential,

1 proprietary, or private information for which special protection from public disclosure  
2 and from use for any purpose other than prosecuting this litigation may be warranted.  
3 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
4 following Stipulated Protective Order. The parties acknowledge that this Order does  
5 not confer blanket protections on all disclosures or responses to discovery and that  
6 the protection it affords from public disclosure and use extends only to the limited  
7 information or items that are entitled to confidential treatment under the applicable  
8 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
9 that this Stipulated Protective Order does not entitle them to file confidential  
10 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
11 followed and the standards that will be applied when a party seeks permission from  
12 the court to file material under seal.

13 **B. GOOD CAUSE STATEMENT**

14 This action is likely to involve medical records, sensitive and confidential  
15 documents related to police reporting and practices, documents containing private  
16 information from third parties, police investigation procedures and tactics, and other  
17 confidential and private information for which special protection from public  
18 disclosure and from use for any purpose other than prosecution of this action is  
19 warranted. Such confidential and proprietary materials and information may consist  
20 of, among other things, confidential personal information of non-parties, private  
21 medical and autopsy records, internal police reviews and procedures, and other  
22 confidential and sensitive information otherwise generally unavailable to the public,  
23 or which may be privileged or otherwise protected from disclosure under state or  
24 federal statutes, court rules, case decisions, or common law. Defendants contend that  
25 there is good cause for a protective order to maintain the confidentiality of peace  
26 officer personnel records. They emphasize that releasing these records, which include  
27 internal analyses and legal communications, could hinder law enforcement  
28 investigations.

1        Accordingly, to expedite the flow of information, to facilitate the prompt  
2 resolution of disputes over confidentiality of discovery materials, to adequately  
3 protect information the parties are entitled to keep confidential, to ensure that the  
4 parties are permitted reasonable necessary uses of such material in preparation for and  
5 in the conduct of trial, to address their handling at the end of the litigation, and serve  
6 the ends of justice, a protective order for such information is justified in this matter.  
7 It is the intent of the parties that information will not be designated as confidential for  
8 tactical reasons and that nothing be so designated without a good faith belief that it  
9 has been maintained in a confidential, non-public manner, and there is good cause  
10 why it should not be part of the public record of this case.

11 **2. DEFINITIONS**

12        2.1 Action: this pending federal lawsuit.

13        2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
14 information or items under this Order.

15        2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
16 it is generated, stored or maintained) or tangible things that qualify for protection  
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
18 Cause Statement.

19        2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
20 support staff).

21        2.5 Designating Party: a Party or Non-Party that designates information or  
22 items that it produces in disclosures or in responses to discovery as  
23 “CONFIDENTIAL.”

24        2.6 Disclosure or Discovery Material: all items or information, regardless of  
25 the medium or manner in which it is generated, stored, or maintained (including,  
26 among other things, testimony, transcripts, and tangible things), that are produced or  
27 generated in disclosures or responses to discovery in this matter.

28        2.7 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
2 an expert witness or as a consultant in this Action.

3       2.8 House Counsel: attorneys who are employees of a party to this Action.  
4 House Counsel does not include Outside Counsel of Record or any other outside  
5 counsel.

6       2.9 Non-Party: any natural person, partnership, corporation, association, or  
7 other legal entity not named as a Party to this action.

8       2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
9 this Action but are retained to represent or advise a party to this Action and have  
10 appeared in this Action on behalf of that party or are affiliated with a law firm which  
11 has appeared on behalf of that party, and includes support staff.

12       2.11 Party: any party to this Action, including all of its officers, directors,  
13 employees, consultants, retained experts, and Outside Counsel of Record (and their  
14 support staffs).

15       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
16 Discovery Material in this Action.

17       2.13 Professional Vendors: persons or entities that provide litigation support  
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
20 and their employees and subcontractors.

21       2.14 Protected Material: any Disclosure or Discovery Material that is  
22 designated as “CONFIDENTIAL.”

23       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
24 from a Producing Party.

25 **3. SCOPE**

26       The protections conferred by this Stipulation and Order cover not only  
27 Protected Material (as defined above) but also any information copied or extracted  
28 from Protected Material; all copies, excerpts, summaries, or compilations of Protected

1 Material; and any testimony, conversations, or presentations by Parties or their  
2 Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial will be governed by the orders of the  
4 trial judge. This Order does not govern the use of Protected Material at trial.

5 **4. DURATION**

6 Once a case proceeds to trial, all of the information that was designated as  
7 confidential or maintained pursuant to this protective order used or introduced as  
8 an exhibit at trial becomes public and will be presumptively available to all member  
9 of the public, including the press, unless compelling reasons supported by specific  
10 factual findings to proceed otherwise are made to the trial judge in advance of the  
11 trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9<sup>th</sup>  
12 Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in  
13 discovery from “compelling reasons” standard when merits-related documents are  
14 part of court record). Accordingly, the terms of this protective order do not extend  
15 beyond the commencement of the trial.

16 **5. DESIGNATION OF PROTECTED MATERIAL**

17 5.1. Each Party or non-party that designates information or items for  
18 protection under this Stipulation and its associated Order must take care to limit any  
19 such designation to specific material that qualifies under the appropriate standards. A  
20 Designating Party must take care to designate for protection only those parts of  
21 material, documents, items, or oral or written communications that qualify – so that  
22 other portions of the material, documents, items or communications for which  
23 protection is not warranted are not swept unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routine designations are prohibited. Designations that  
25 are shown to be clearly unjustified, or that have been made for an improper purpose  
26 (e.g., to unnecessarily encumber or retard the case development process, or to impose  
27 unnecessary expenses and burdens on other parties), expose the Designating Party to  
28 sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2. Except as otherwise provided in this Order, or as otherwise stipulated or ordered, material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires the following:

(a) for information in documentary form (apart from transcripts of depositions or other pretrial or trial proceedings, and regardless of whether produced in hardcopy or electronic form), that the Producing Party affix the legend "CONFIDENTIAL" to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions, the Designating Party must identify the Disclosure or Discovery Material on the record, before the close of the deposition

1 all protected testimony.

2       (c) for information produced in some form other than documentary, and for  
3 any other tangible items, the Producing Party must affix in a prominent place on the  
4 exterior of the container or containers in which the information or item is stored the  
5 legend “CONFIDENTIAL.” If only portions of the information or item warrant  
6 protection, the Producing Party, to the extent practicable, shall identify the protected  
7 portions, specifying the material as “CONFIDENTIAL.”

8       5.3. If timely corrected, an inadvertent failure to designate qualified  
9 information or items does not, standing alone, waive the Designating Party’s right to  
10 secure protection under this Order for that material. On timely correction of a  
11 designation, the Receiving Party must make reasonable efforts to assure that the  
12 material is treated in accordance with the provisions of this Order.

13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

14       6.1. Any Party or Non-Party may challenge a designation of confidentiality  
15 at any time that is consistent with the Court's Scheduling Order.

16       6.2. The Challenging Party shall initiate the dispute resolution process under  
17 Local Rule 37.1 *et seq.*

18       6.3. The burden of persuasion in any such challenge proceeding shall be on  
19 the Designating Party. Frivolous challenges, and those made for an improper purpose  
20 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
21 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
22 or withdrawn the confidentiality designation, all parties shall continue to afford the  
23 material in question the level of protection to which it is entitled under the Producing  
24 Party’s designation until the Court rules on the challenge.

25 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

26       7.1. A Receiving Party may use Protected Material that is disclosed or  
27 produced by another Party or by a non-party in connection with this case only for  
28 preparing, prosecuting, defending, or attempting to settle this litigation – up to and

1 including final disposition of the above-entitled action – and not for any other  
2 purpose, including any other litigation or dispute outside the scope of this action.  
3 Such Protected Material may be disclosed only to the categories of persons and under  
4 the conditions described in this Stipulation and its associated Order. When the above  
5 entitled litigation has been terminated, a Receiving Party must comply with the  
6 provisions of section 13, below (FINAL DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a  
8 location and in a secure manner that ensures that access is limited to the persons  
9 authorized under this Stipulation and its Order.

10 7.2. Unless otherwise ordered by the Court or permitted in writing by the  
11 Designating Party, a Receiving Party may disclose any information or item designated  
12 CONFIDENTIAL only to the following people:

13 (a) the Receiving Party's Outside Counsel of record in this action, as well  
14 as employees of such Counsel to whom it is reasonably necessary to disclose the  
15 information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of the  
17 Receiving Party to whom disclosure is reasonably necessary for this litigation;

18 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party  
19 to whom disclosure is reasonably necessary for this litigation and who have signed  
20 the "Acknowledgement and Agreement to Be Bound" (Exhibit A);

21 (d) the Court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional  
24 Vendors to whom disclosure is reasonably necessary for this Action and who have  
25 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (g) the author or recipient of a document containing the information or a  
27 custodian or other person who otherwise possessed or knew the information;

28 (h) during their depositions, witnesses and attorneys for witnesses to whom

1 disclosure is reasonably necessary, provided that the deposing party requests that the  
2 witness sign the form attached as Exhibit A hereto and the witnesses will not be  
3 permitted to keep any confidential information unless they sign the form, unless  
4 otherwise agreed by the Designating Party or ordered by the Court. Pages of  
5 transcribed deposition testimony or exhibits to depositions that reveal Protected  
6 Material may be separately bound by the court reporter and may not be disclosed to  
7 anyone except as permitted under this Order; and

8                   (i) any mediator or settlement officer, and their supporting personnel,  
9 mutually agreed on by any of the Parties engaged in settlement discussions or  
10 appointed by the Court.

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
12 PRODUCED IN OTHER LITIGATION.**

13                  If a Party is served with a subpoena or a court order issued in other litigation  
14 that compels disclosure of any information or items designated in this action as  
15 “CONFIDENTIAL,” that Party must:

16                   (a) promptly notify in writing the Designating Party, preferably (though not  
17 necessarily) by facsimile or electronic mail. Such notification shall include a copy of  
18 the subpoena or court order at issue unless prohibited by law;

19                   (b) promptly notify in writing the party who caused the subpoena or order to  
20 issue in the other litigation that some or all of the material covered by the subpoena  
21 or order is subject to this Stipulation and its Protective Order. Such notification shall  
22 include a copy of this Stipulation and its Protective Order; and

23                   (c) cooperate with respect to all reasonable procedures sought to be pursued  
24 by all sides in any such situation, while adhering to the terms of this Stipulation and  
25 its Order.

26                  If the Designating Party timely seeks a protective order, the Party served with  
27 the subpoena or court order shall not produce any information designated in this action  
28 as “CONFIDENTIAL” before a determination by the relevant court unless the Party

1 has obtained the Designating Party's permission. The Designating Party shall bear the  
2 burden and expense of seeking protection in that court of its confidential material –  
3 and nothing in these provisions should be construed as authorizing or encouraging a  
4 Receiving Party in this action to disobey a lawful directive from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by a Non-  
7 Party in this Action and designated as "CONFIDENTIAL." Such information  
8 produced by Non-Parties in connection with this litigation is protected by the  
9 remedies and relief provided by this Order. Nothing in these provisions should be  
10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to  
12 produce a Non-Party's confidential information in its possession, and the Party is  
13 subject to an agreement with the Non-Party not to produce the Non-Party's  
14 confidential information, then the Party must:

- 15 (1) promptly notify in writing the Requesting Party and the Nonparty  
16 that some or all of the information requested is subject to a  
17 confidentiality agreement with a Nonparty;  
18 (2) promptly provide the Nonparty with a copy of this Order, the  
19 relevant discovery request(s), and a reasonably specific  
20 description of the information requested; and  
21 (3) make the information requested available for inspection by the  
22 Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within 21  
24 days of receiving the notice and accompanying information, the Receiving Party may  
25 produce the Non-Party's confidential information responsive to the discovery request.  
26 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
27 any information in its possession or control that is subject to the confidentiality  
28

1 agreement with the Non-Party before a determination by the court. Absent a court  
2 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
3 protection in this court of its Protected Material.

4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

5 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed  
6 Protected Material to any person or in any circumstance not authorized under this  
7 Order, the Receiving Party must immediately notify the Designating Party in writing  
8 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies  
9 of the Protected Material, inform the person or people to whom unauthorized  
10 disclosures were made of the terms of this Order, and ask that person or people to  
11 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto  
12 as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL.**

15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other protection,  
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
18 Procedure 26(b)(5)(B).

19 **12. MISCELLANEOUS.**

20 12.1 Nothing in this Order abridges the right of any person to seek its  
21 modification by the Court in the future.

22 12.2 By stipulating to the entry of this Protective Order no Party waives any  
23 right it otherwise would have to object to disclosing or producing any information or  
24 item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
25 Party waives any right to object on any ground to use in evidence of any of the  
26 material covered by this Protective Order.

27 12.3 A Party that seeks to file under seal any Protected Material must comply  
28 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant

1 to a court order authorizing the sealing of the specific Protected Material at issue. If a  
2 Party's request to file Protected Material under seal is denied by the court, then the  
3 Receiving Party may file the information in the public record unless otherwise  
4 instructed by the court.

5 **13. FINAL DISPOSITION.**

6 After the final disposition of this Action, as defined in paragraph 4, within 60  
7 days of a written request by the Designating Party, each Receiving Party must return  
8 all Protected Material to the Producing Party or destroy such material. As used in this  
9 subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
10 summaries, and any other format reproducing or capturing any of the Protected  
11 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
12 must submit a written certification to the Producing Party (and, if not the same person  
13 or entity, to the Designating Party) by the 60-day deadline that identifies (by category,  
14 when appropriate) all the Protected Material that was returned or destroyed and  
15 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
16 summaries, or any other format reproducing or capturing any of the Protected  
17 Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
18 copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal  
19 memoranda; correspondence; deposition and trial exhibits; expert reports; attorney  
20 work product; and consultant and expert work product even if such materials contain  
21 Protected Material. Any such archival copies that contain or constitute Protected  
22 Material remain subject to this Order as set forth in Section 4 (DURATION).

23 **14. SANCTIONS.**

24 Any willful violation of this Order may be punished by civil or criminal  
25 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or  
26 other appropriate action at the discretion of the Court.

27

28 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**



1 DATED: March 28, 2025

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

2

3

4

By: /s/ Kayleigh A. Andersen

Eugene P. Ramirez

Kayleigh Andersen

David Fleck

Attorneys for Defendants, COUNTY OF  
RIVERSIDE, et al.

5

6

7

8

9 DATED: March 28, 2025

**OFFICE OF THE CITY ATTORNEY –  
CITY OF RIVERSIDE**

10

11

12

By: /s/ Jessica E. Rico-Zuber

Jessica E. Rico-Zuber

Attorneys for Defendants, CITY OF  
RIVERSIDE, et al.

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

DATED: March 28, 2025

**LAW OFFICES OF CHRISTIAN  
CONTRERAS**

By: /s/ Christian Contreras

Christian Contreras

Attorneys for Plaintiffs

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of **ESTATE OF DAMON BEITZ, et al. v. RIVERSIDE POLICE DEPARTMENT, et al., Case No. 5:24-cv-02084-SSS-JPR**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type  
20 full address and telephone number] as my California agent for service of process  
21 in connection with this action or any proceedings related to enforcement of this  
22 Stipulated Protective Order.

23 | Date:

24 || City and State where sworn and signed:

25 Printed name:

26 | Signature:

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
2  
3 DATED: 4/2/2025  
4

5 *jean rosenbluth*  
6

---

7 Hon. JEAN P. ROSENBLUTH  
8 United States Magistrate Judge  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28